

7) Miscellaneous. This Agreement may not be amended or modified except by a written instrument signed by the parties hereto. This Agreement may be signed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same document. A facsimile or electronic copy of this Agreement will have the full force and effect of the original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of dates set below their signatures.

"Georgia Tech"

Licensee Address:

By: _____

Title: Assoc. AD - CFO

Date: 5/23/17

"Groupmatics"

26202 Detroit Road, Suite 300
Westlake, Ohio 44145

By: _____
Matt Mastrangelo, Founder/CEO

Date: 5 / 24 / 17

Exhibit A

1. LICENSE FEES

Georgia Tech

- A \$2/ticket + 3% credit card fee per order service fee charged to the consumer (be retained by Groupmatics)
- Licensee agrees to sell a minimum of 3,000 paid tickets through Groupmatics during year 1 (July 2017-July 2018). Licensee will owe Groupmatics \$1 for every ticket less than 3,000 sold in year 1
- Licensee agrees to a minimum* \$3,000 software fee due. *If 2,900 paid tickets are sold during year 1, software fee then becomes \$3,100 (full payment due by January 2019)
- Licensee may opt out of the agreement at any point before June 2018 with no liability to pay the software fee

2. PAYMENT TERMS



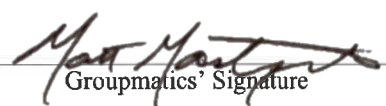
- Payments will be settled with the Licensee designated bank settlement account in the ticket revenue amount actually received by Groupmatics upon request from Licensee.
- Groupmatics is responsible for payment of all monies collected, excluding service fees, to the Licensee within five (5) business days of the submitted request via the Groupmatics Software.
- Groupmatics will designate the merchant account, payment and credit card processor for any and all payments made through the Software. Payment authorization and processing fees with respects to transactions shall be passed on to the end-user at the rate set forth by Groupmatics' merchant account, payment and credit card processor. Groupmatics shall comply with the Payment Card Industry (PCI) Data Security Standards ("PCI DSS") requirements for cardholder data.
- Licensee will be solely responsible for payment of any sales, use or other taxes resulting from the use of the Software.

- 3. SUPPORT SERVICES:** During the Term of this Agreement, at no additional charge, Groupmatics will provide Licensee a help desk on a 24/7 basis for receiving and responding to telephone and email support requests from Licensee. The support services will also include training on the use of the Software and diagnosing and resolving related problems.

4. LICENSEE'S POINT OF CONTACT

Name: Mike Castle
Title: Director, Ticket Sales and Operations
E-mail: mcastle@gtaa.gatech.edu
Tel: 404.385.1068

The foregoing is agreed and approved by Licensee and Groupmatics and is hereby incorporated into the Agreement.

			5 / 24 / 17
Licensee's Signature	Date	Groupmatics' Signature	
Date			